

RETURN ADDRESS:

SaviBank
East College Way
1725 E. College Way
Mount Vernon, WA 98273

LANDLORD'S RELEASE AND CONSENT

205931-LT

Reference # (if applicable): _____

Additional on page ____

Grantor(s):

1. Port of Skagit County

Grantee(s)

1. SaviBank

Legal Description: Leasehold Interest in Exhibit A

Abbreviated Legal: Amended Lot 11, Amended Skagit Regional Airport
BSP, Ph. 1

Additional on page 6

Assessor's Tax Parcel ID#: 115569 & 133020

THIS LANDLORD'S RELEASE AND CONSENT is entered into among MW Kemper LLC; and Chuckanut Brewery, LLC ("Borrower"), whose address is 182 Hilline Rd, Bellingham, WA 98229; SaviBank ("Lender"), whose address is East College Way, 1725 E. College Way, Mount Vernon, WA 98273; and Port of Skagit County ("Landlord"), whose address is 15400 Airport Dr, Burlington, WA 98233. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All assets of the Debtor, including, but not limited to the following: All machinery, equipment, furniture, furnishings, tools, tooling, fixtures, and accessories, and all inventory, accounts including accounts receivable, instruments, contract rights and other rights to receive the payment of money, patents, chattel paper, licenses, leases, and general intangibles, including all trade names and trade symbols, all software rights and all intellectual property, and all additions, accessions, modifications, improvements, replacements and substitutions thereto and therefore, whether now owned or hereafter acquired and whether transferred to any of Debtor's subsidiaries or affiliated companies, and whether in the possession of Debtor or any material man, bailee or any other person, or in the process of delivery, and the proceeds, products and income of any of the foregoing, including insurance proceeds. .

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of thirty (30) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Release and Consent, as this Landlord's Release and Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Release and Consent from time to time.

Borrower. The word "Borrower" means MW Kemper LLC; and Chuckanut Brewery, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means Port of Skagit County, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated June 18, 2015, between Landlord and Borrower.

Lender. The word "Lender" means SaviBank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note. The word "Note" means the Note dated September 28, 2022 and executed by MW Kemper LLC; and Chuckanut Brewery, LLC in the principal amount of \$2,200,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property located in Skagit County, State of Washington, commonly known as 11937 Higgins Airport Way, Burlington, WA 98233, and legally described as:

Leasehold Interest in Exhibit A Property tax Identification number is 115569 & 133020.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S RELEASE AND CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 28, 2022.

BORROWER:

MWKEMPER LLC

By: Mari L Kemper
Mari L Kemper, Manager of MW Kemper LLC
By: Willis L Kemper
Willis L Kemper, Manager of MW Kemper LLC

CHUCKANUT BREWERY, LLC

By: Mari L Kemper
Mari L Kemper, Member of Chuckanut Brewery, LLC
By: Willis L Kemper
Willis L Kemper, Member of Chuckanut Brewery, LLC

LANDLORD:

PORT OF SKAGIT COUNTY

By: [Signature]
Authorized Signer
for Port of Skagit County
By: _____
Authorized Signer
for Port of Skagit County

LENDER:

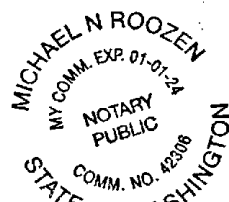
SAVIBANK

X Michael Roozen
MICHAEL ROOZEN, Loan Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

This record was acknowledged before me on OCTOBER 5TH, 2022 by Mari L Kemper, Manager of MW Kemper LLC and Willis L Kemper, Manager of MW Kemper LLC.



Michael Roozen
(Signature of notary public)
NOTARY PUBLIC

(Title of office)

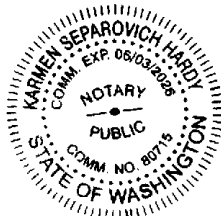
My commission expires:

1-1-2024

(date)

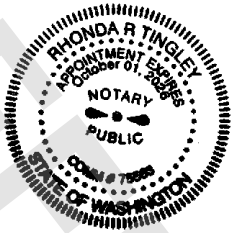
LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF WASHINGTONCOUNTY OF SKAGIT)
) SS
)This record was acknowledged before me on OCTOBER 5TH, 20 22 by Mari L Kemper,
Member of Chuckanut Brewery, LLC and Willis L Kemper, Member of Chuckanut Brewery, LLC.Michael N. Roozen
(Signature of notary public)NOTARY PUBLIC
(Title of office)

My commission expires:

1-1-2024
(date)**CORPORATE ACKNOWLEDGMENT**STATE OF WASHINGTONCOUNTY OF SKAGIT)
) SS
)This record was acknowledged before me on October 6th, 20 22 byKarmen Separovich Hardy
(Signature of notary public)Notary Public
(Title of office)

My commission expires:

06/03/2026
(date)**LENDER ACKNOWLEDGMENT**STATE OF WashingtonCOUNTY OF Skagit)
) SS
)This record was acknowledged before me on October 6th, 20 22 by MICHAEL ROOZEN
as Loan Officer of SaviBank.Rhonda L. Tuley
(Signature of notary public)



Notary
(Title of office)

My commission expires:

10-1-2026
(date)

EXHIBIT A

Lot 11, AFTER Boundary Line Adjustment, Exhibit "G", Quit Claim Deed - Boundary Line Adjustment, more fully described as follows:

That portion of Lot 9, Amended Skagit Regional Airport Binding Site Plan, Phase 1, No. PL-02-0127, recorded under Skagit County Auditor's File No. 200303040030, being in a portion of the South 1/2 of Section 34, Township 35 North, Range 3 East, W.M. described as follows:

BEGINNING at the Westerly most corner of said Lot 9, common with Lot 10 of said Amended Skagit Regional Airport Binding Site Plan, Phase 1;
thence North 35°00'00" East along the common line between said Lots 9 and 10 for a distance of 201.33 feet;
thence South 12°46'55" West for a distance of 217.48 feet, more or less, to the Southwesterly line of said Lot 9, also being the Northeasterly right-of-way margin of Higgins Airport Way, at a point bearing South 55°00'00" East from the POINT OF BEGINNING;
thence North 55°00'00" West along said Southwesterly line of Lot 9 for a distance of 82.24 feet to the POINT OF BEGINNING.

TOGETHER WITH Lot 10, Amended Skagit Regional Airport Binding Site Plan, Phase 1, No. PL-02-0127, recorded under Skagit County Auditor's File No. 200303040030, being in a portion of the South 1/2 of Section 34, Township 35 North, Range 3 East, W.M.

EXCEPT that portion described as follows:

BEGINNING at the Southeasterly corner of said Lot 10, common with Lot 9 of said Amended Skagit Regional Airport Binding Site Plan, Phase 1;
thence North 35°00'00" East along the common line between said Lots 9 and 10 for a distance of 201.33 feet to the TRUE POINT OF BEGINNING;
thence continue North 35°00'00" East along said common line for a distance of 111.88 feet to the Northeast corner of said Lot 10;
thence North 60°34'34" West along the Northeasterly line of said Lot 10, common with Lots 13 and "G" of said Amended Skagit Regional Airport Binding Site Plan, Phase 1, for a distance of 61.48 feet, more or less, to a point bearing North 4°58'56" East from the TRUE POINT OF BEGINNING;
thence South 4°58'56" West for a distance of 122.31 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH Lot 11, Amended Skagit Regional Airport Binding Site Plan, Phase 1, No. PL-02-0127, recorded under Skagit County Auditor's File No. 200303040030, being in a portion of the South 1/2 of Section 34, Township 35 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

END OF EXHIBIT A